

These are the **Terms and Conditions valid from June 1, 2023** for the use of Cyclehub B.V.'s shared bicycles

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Shared bikes mean both the regular bike and the E-Bike with the smart lock and the software platform of Gaiyo.

We agree on the following regarding the use of our bikes:

You adhere to the decency standards and applicable (traffic) rules;

You handle the bicycle with care and behave as a responsible road user;

You check in advance that the E Bike has sufficient battery capacity for your intended trip. We cannot be held liable for this;

You will lock the bicycle at the end of its use via the app.

You will ensure that the bike and its accessories are left clean, complete and empty of all personal belongings for the next user;

You will immediately stop using in the event of a malfunction and contact Customer Service by phone to coordinate whether the ride can be continued;

We may recover from you all costs for the use of the shared bike in violation of the applicable (traffic) regulations. These costs include in any case, but not exclusively, any administrative costs and collection costs in case the shared bike has been removed.

As a user, you are responsible for having a (mobile) device that meets the technical requirements for using Gaiyo's App and for the correctness of this data.

If Cyclehub B.V. finds that you have not complied with the above agreements, it may charge you the costs it incurs for not complying with this condition.

We agree to the following regarding any damage to our bikes:

You will inspect the Sub-bike for damage before use. Pay attention to serious dirt and missing parts;

If the bicycle is damaged (and this damage is not already indicated in the App), you report this immediately to our Customer Service or via the Gaiyo APP;

If you conclude - whether or not in consultation with Customer Service - that the bicycle is not suitable for use, then you refrain from using it, or accept a (possible) replacement Vehicle designated by Customer Service;

If the damage - including technical or electronic problems - occurs during Use, you also report this immediately to our Customer Service. Any instructions given by Customer Service must then be accepted by User

You are liable for all damage to the bike, unless such damage was already established prior to Use, such damage is the direct result of an instruction from Cyclehub B.V., or such damage must be borne by Cyclehub B.V. pursuant to the legal regulation on liability.

If you are involved in an accident with the shared bike, then:

Report this to the police as soon as possible so that the accident can be registered;

Fill out a claim form. Can't find the claim form? Then contact Customer Service. The claim form must be filled out completely and truthfully, and sent to the address provided by Customer Service within 7 days;

If reporting to the police (and subsequent registration of the accident) proves impossible or once completed, report the accident to Customer Service. Any instructions given by Customer Service must then be followed by user;

Any (unjustly claimed) liability will be at the expense and risk of the user. Neither Cyclehub B.V., nor its insurers, shall be bound by any representation or undertaking;

You are liable for all direct and indirect damage suffered by Cyclehub B.V. as a result of the accident, unless the contrary is proven or such damage is the direct result of an instruction from Cyclehub B.V.; and you shall pay all (damage) compensation you receive in respect of the damage to the sub-bike immediately to Cyclehub B.V.

If you lose the share bike during use, or if it is stolen, then:

Report this to Customer Service as soon as possible. Any instructions given by Customer Service must then be followed by User;

Be liable for all damages resulting from the loss or theft, unless you can prove that it is not your fault.

In any case, there is theft or loss if (Cyclehub B.V. has reasonable grounds to suspect that):

Actual use of the shared bike continues after the use has ended;

The shared bike is transported by any means of transportation, including, but not limited to, (the cargo area of) a car, truck, bus, train and/or boat, without Cyclehub B.V.'s permission;

Deliberate damage is caused to the Means of Transport, including, but not limited to, when the bicycle is (partially) disassembled; and if the bicycle is not returned in line with these terms and conditions.